RFQ No. 5017-0-2016/JP Scope Arena Pressure Washing Service

REQUEST FOR QUOTATION City of Norfolk

(Please include your company name and address below)	
Vendor:	
	

Issued: 3/25/2016

Mandatory Site Visit: 3/31/16 at 2pm (Second Opportunity): 4/5/16 at 2pm

Due: 4/08/2016@ 2:00 PM

Mandatory Site Visit Location: The Norfolk Scope Arena 201 E Brambleton Ave Norfolk, VA 23510 Mail or deliver reply to: Office of the Purchasing Agent Attn: Joseph Patterson, Buyer II 232 E. Main Street Suite 250 Norfolk, VA 23510 Phone (757) 823-4588

Fax (757) 664-4018

Please quote your best price and delivery, F.O.B. Norfolk, Virginia for the following:

The City of Norfolk's Department of Cultural Facilities, Arts, and Entertainment invites your firm to provide a quote for this Request for Quotation for pressure washing services in accordance with all terms and conditions of this solicitation. Pricing is hereby requested to furnish and deliver a **one-time pressure washing service for the Norfolk Scope Arena's Buttresses and Roof Circumference** presented in the Pricing Schedule, Attachment A – Scope Plaza, Attachment B – Buttress Elevations, and Attachment C – Buttress Side View.

Reply to this request for quotation should be directed to the attention of Joseph Patterson, Buyer II. Reply may be submitted by Email: joseph.patterson@norfolk.gov, no later than April 8, 2016 at 2:00 PM.

Oral comments do not form a part of this Request for Quotation.

PRICING SCHEDULE

Service Needed	Total Cost
Complete Pressure Washing of Scope	¢
Arena Buttresses and Roof Circumference	φ -

The City will award to the lowest responsive and responsible vendor based on the total cost derived from providing the services requested in this RFQ.

Delivery date	
Signature	_ Name (type/print)
Representing	
Phone number	
E-mail address	_
Company web site	

SCOPE OF WORK

The successful bidder shall provide all labor, material, equipment, supervision, transportation and related services necessary for furnishing pressure washing services, for the City of Norfolk Scope Arena.

The following attachments are included as a part of this RFQ:

Attachment A: Scope Plaza (presents how many buttresses need pressure washing)

Attachment B: Buttress Elevations (presents the entire buttress surface which needs pressure washing)

Attachment C: Buttress Side View (Red lines indicate circumference of roof which needs pressure washing)

1. EXAMINATION OF SITES

1.1: Prospective bidders will be required to attend a mandatory site visit on 3/31/16 at 2pm or 4/5/16 at 2pm to be considered for award. Prospective bidders are only required to attend one of the two site visits. It is required that all bidders visit the proposed work site and become familiar with local conditions, which may in any manner affect the work to be performed or affect the equipment, materials, and labor required.

- 1.2: The successful bidder shall carefully evaluate each site and the specifications, conditions, and requirements of this RFQ. No additional allowances shall be made because of lack of knowledge of the site conditions.
- 1.3: Only the buttresses and the ring which connects the buttresses to the roof are to be pressure washed. Please refer to Attachments A, B, and C as reference for the surfaces to be pressure washed.

2. OPERATING CRITERIA

- 2.1: At the beginning of cleaning operations, the successful bidder shall strategically place signage approved by the city project officer at appropriate locations to notify patrons of cleaning taking place and that walkways may be slippery. The successful bidder shall safe guard the public from conditions made unsafe by the successful bidder's operations at all times.
- 2.2: During cleaning operations, should the successful bidder notice a hazardous condition he/she shall make the area safe by barricading the area and notifying the city project officer immediately. It will be the City's responsibility to remedy the unsafe condition, if the unsafe condition was not a result of the successful bidder's cleaning operations.
- 2.3: The successful bidder shall provide all lifts, ladders, and/or other necessary equipment to reach all of the surfaces required for pressure washing.
- 2.4: All trash, debris, tar, freestanding oil, grease, stains, graffiti, and other contaminants shall be removed from hardscapes prior to cleaning operations.
- 2.5: The removal of materials, substances, and contaminants prior to cleaning operations may require the use of scrub brushes, sponges, mops, or other tools or utensils. All cleaning agents or residuals thereof, used in this process must be completely removed prior to beginning cleaning operations.
- 2.6: Accumulated water remaining after the cleaning shall be removed completely so no puddles exist.
- 2.7: Until dry, the areas, where practical, shall be barricaded, locked or otherwise isolated.
- 2.8: The successful bidder shall clean all areas up to the entrance doors of the building. This includes, but is not limited to, steps, handicap ramps, side entrances, etc.

3. PRESSURE WASHING SPECIFICATIONS

3.1: Hardscape areas shall be cleaned 100% free of all moss, algae, dirt, stains, gum, oil, tar, and residue to present a high quality appearance following each scheduled visit.

RFQ No. 5017-0-2016/JP Scope Arena Pressure Washing Service

- 3.2: During regular cleaning operations, the successful bidder may use high pressure, low-volume washers, and steam cleaners as necessary to thoroughly clean surfaces. Contractor is not expected to steam clean all surfaces during regular cleaning operations, but shall use a steam cleaner to clean sections of hardscapes when pressure washers are not sufficient to thoroughly wash surface.
- 3.3: The pressure washing equipment shall be capable of cleaning surfaces listed herein without causing damage to the surface by etching or exposing coarse aggregate. The nozzle pressure of equipment shall not be so great so as to dislodge tile/paver grout or cause damage to hardscapes.
- 3.4: If the nozzle pressure of equipment used to loosen and clean hardscapes is insufficient to thoroughly wash the surface, scrub brushes and cleaners shall be required to remove the materials and produce a thoroughly clean surface.
- 3.5: All cleaned surfaces shall be rinsed clean and no fine grit or grime shall be allowed to remain.
- 3.6: Immediately following the cleaning of the hardscape areas, all physical waste removed by the operation shall be collected and placed in City supplied trash containers or otherwise removed from the site.
- 3.7: Pressure washing services shall be completed with water or steam. Any use of a cleaning agent is to be approved by the city project officer and confirmed to be nontoxic, biodegradable, phosphate-free and necessary for the project.
- 3.8: The drains located on the Scope Plaza are designed to discharge water into internal storage tanks beneath the plaza. All rinse water from the cleaning process will be discharged into these internal pump tanks. The successful bidder shall not allow any rinse water to be discharged into the surrounding storm drains.
- 3.9: Work may be performed during day or night as long as all work is in conformity with all local codes and ordinances and approved by the city project officer. The Scope security officer on duty must also be notified of any work completed after normal business hours.

Insurance Requirements

INSURANCE REQUIREMENTS:

Contractor will maintain during the term of this agreement insurance of the types and in the amounts described below. All insurance policies affected by this agreement will be primary and noncontributory to any other insurance or self-insurance maintained by the City, and will be written in an ISO form approved for coverage in the Commonwealth of Virginia. Policy limits may be met via either a singular policy, or in combination with primary and excess, or umbrella, insurance policies. All policies will provide that the Contractor will receive at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the policies. Unless otherwise specifically approved by the City, all general liability and automobile/vehicle liability policies will include the City of Norfolk, Va. and its employees as "Additional Insured", and be written as an "occurrence" base policy. If the Contractor fails to maintain the insurance as set forth in this Agreement, the City has the right, but not the obligation, to purchase such insurance at Contractor's expense

COMMERCIAL GENERAL LIABILITY INSURANCE (CGL) with a limit of not less than \$2,000,000 each occurrence, \$3,000,000 general aggregate. CGL will cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and liability assumed under insured contract.

WORKER'S COMPENSATION INSURANCE providing coverage as required by applicable Federal and, or, States' statutes, and Employer's Liability Insurance. The limits of such polices will be at least \$1,000,000 per accident/disease, and policy limit of \$1,000,000.

AUTOMOBILE/MOTOR VEHICLE LIABILITY INSURANCE with a limit of not less than \$2 million combined single limit; or, Bodily Injury \$1,000,000 each person, \$2,000,000 accident, and Property Damage \$100,000 each accident. Such insurance must cover liability arising from any motor vehicle as defined by Commonwealth of Virginia laws and must include coverage for owned, hired and non-owned motor vehicles, as well as uninsured and underinsured motorists.

If the contractor during the performance of work under this agreement use materials that might have the potential of effecting a City/public clean-up response to pollutants entering the public storm drains or river systems, the Contractor will maintain the following insurance:

CONTRACTOR'S POLLUTION LIABILITY INSURANCE with limits of at least \$1,000,000 covering any sudden and/or non-sudden pollution or impairment of the environment, including clean-up and defense costs, that arise from the operations within the scope of this agreement. The coverage shall be maintained during the term of the work and, if the insurance is a claims-made form, for at least two (2) years following the completion of all operations or services related to the work. The City of Norfolk & its employees shall be named as additional insured on each insurance policy, and extended reporting period.

GENERAL REQUIREMENTS

- Pricing is hereby requested to furnish and deliver <u>pressure washing services</u> (see page 2 and 3 for Pricing Schedule and specifications), for the Scope Arena. Contractor is not permitted to charge additional delivery related fees or other fees not specifically provided in the contractor's quote at the time of quotes are due to the City. The Successful Bidder will not be paid for any items or any amounts not specifically accepted by the City at the time of any award or official modification to the agreement.
- 2. **Pricing**. Pricing for the required service under this RFQ shall be provided to the City in the format of the **Pricing Schedule** provided on **page 2**. All prices must be firm, fixed prices and quoted to include all materials, supplies, equipment and labor required to produce and deliver the items requested under this RFQ. Quoted prices must also include delivery as FOB Destination to the City of Norfolk, Virginia. By submitting a quote, Bidder agrees that its quote shall be binding and may not be withdrawn for a period of sixty (60) days after the scheduled closing date of this RFQ, unless apparent mistakes exists in the quote submitted
- 3. **Brand Name or Equal**. The provisions of Section 33.1-52 City Code apply. If and wherever in this proposal a brand name, make, name of any manufacturer, trade name, or Contractor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase OR AN APPROVED EQUAL is added. However, if a product other than that specified is bid, it is the Contractors responsibility to name such a product within his bid and to prove to the City that said product is equal to that specified. In all instances where an "or equal" or an alternate item is offered, bidders are to include a statement that the item being offered meets the specifications of the requested item. Additionally, bidders shall list all deviations from the listed specifications. Submission of specification sheets, brochures, or published literature describing the item being offered does not fulfill this requirement. Any article which the City in its sole discretion determines to be equal of that specified, considering quality, workmanship, economy or operation, and suitability for the purpose intended, shall be accepted.
- 4. Contractor shall deliver orders to City department within ten (10) days after receipt of purchase order.
- 5. Contractor shall not require individual City departments to complete paperwork or otherwise set up accounts of any kind prior to the department being able to place an order. Contractor is responsible for ensuring any requirements it has for establishing accounts for individual departments established prior to implementation of the resulting Price Agreement. However, Contractor must be prepared to begin deliveries to individual departments within ten (10) days after the Notice of Award has been issued by the City.
- 6. All items must meet or exceed the requirements contained, herein. There shall be no substitutions or cancellations permitted after award without prior written consent and approval of the Purchasing Agent.
- 7. Delivery times must be coordinated directly with ordering departments.

- 8. Contractor shall provide a toll free telephone number or means to the City so that orders can be placed with Contractor at no additional costs to the City.
- 9. There shall be no additional cost to the City for items that need to be exchanged or returned to Contractor within the time period stated, herein.
- 10. Direct contact with City staff, representatives, and/or agents other than the Issuing Office staff on the subject of this RFQ or any subject related to this RFQ is expressly prohibited except with the prior knowledge and permission of the Purchasing Agent.
- 11. Changes or modifications to this RFQ made prior to the date and time of closing will be addressed by addenda from the Issuing Office. Oral communications are not a part of the RFQ or RFQ documents. This RFQ and any addenda shall be made a part of any resulting agreement.
- 12. Bidders may submit quotes directly in **facsimile**, **email**, **delivery**, **or regular mail**. All quotes shall be received and time stamped by the City's Purchasing Office fax machine, time stamp machine, or the City's email server no later than the Due Date and Time shown on Page 1 of this RFQ. Any quote received after the specified date and time will not be considered.
- 13. The award of a contract(s) shall be at the sole discretion of the City. Award will be based on the lowest quote, per item, or overall lowest prices for all items, whichever is determined to be in the best interest of the City, from a responsible and responsive Bidder. The City reserves the right to accept or reject any or all quotes in whole or in part and to waive informalities. The City also reserves the right to award an agreement to more than one Bidder, if determined to be in the City's best interest.
- 14. All materials submitted in response to this RFQ will become the property of the City.
- 15. This solicitation does not commit the City to pay any costs incurred in the preparation and submission of proposals or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services. Bidders may propose services that are provided by others, but any services proposed must meet all of the requirements of this RFQ.
- 16. If the Bidders' quote includes services provided by others, the successful bidder(s) shall be required to act as the prime contractor for all such items and must assume full responsibility for the procurement, delivery and quality of such services. The prime contractor shall be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all requirements of this RFQ.
- 17. This RFQ is being conducted pursuant to Code of Virginia §2.2-4304 and Norfolk City Code §33.1-3. The Contractor shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to this RFQ, in accordance with Code of Virginia §2.2-4304. The City shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the Contractor or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.
- 18. Questions concerning this Request for Quotation must be addressed in writing to the attention of Joseph Patterson, Buyer II at joseph.patterson@norfolk.gov or (757) 823-4588.
- 19. Notwithstanding the prohibition against used, damaged or obsolete items, Contractors are encouraged to use secondary or recycled materials in the manufacture of products to the maximum extent practicable without jeopardizing the performance or intended end use of the

RFQ No. 5017-0-2016/JP

product unless such use is precluded due to health and welfare or safety requirements or product
specifications contained herein. Please provide the following information in this regard:

a.	Do any of the goods offered contain recycled materials?
b.	If so, please quantify the recycled material content.

Please note the following:

If your firm has not previously conducted business with the City of Norfolk Purchasing Office please go to the City Web page, www.norfolk.gov/ scroll "Norfolk Home Pages" and select Purchasing. On the left side of the purchasing page please select and download and complete Contractor's registration form. Submit registration form along with an IRS W9 form. Orders cannot be issued to a Contractor without Contractor information and W9 form on file.

COMPANY INFORMATION SECTION – PLEASE PRINT OR TYPE.
Company Name:
Address:
City, State, Zip:
Name
Delivery Date:
Fax Number:
Phone Number:
E-mail address:
Web Site:
Quoted By (Signature):

PLEASE NOTE THE FOLLOWING CONDITIONS: Quote prices exclusive of all taxes. Exemption certificates will be furnished upon request.

Businesses Authorized to Transact Business in the Commonwealth of Virginia.

In accordance with section 2.2-4311.2 of the Virginia Public Procurement Act.

- A. All public bodies shall include in every written contract a provision that a contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.
- B. Pursuant to competitive sealed bidding or competitive negotiation, all public bodies shall include in the solicitation a provision that requires a bidder or offeror organized or authorized to transact business in the Commonwealth of Virginia pursuant to title 13.1 or Title 50 to include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth of Virginia as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.
- C. Any bidder or offeror described in subsection B that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Director of the Department of General Services of his designee or by the chief executive of a local governing body.
- D. Any business entity described in subsection A that enters into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.
- E. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section of the Virginia Public Procurement Act.

Identification number as issued by the State Corporation Commission				
#				
Company Name:				
Date:				
Signed:				

GENERAL TERMS AND CONDITIONS

- DELIVERY AND ACCEPTANCE: Time of delivery is of the essence of this contract. City reserves
 the right to refuse any goods and to cancel all or any part of the goods not conforming to
 applicable specifications, drawings, samples or descriptions. Acceptance of any part of the order
 shall not bind City to accept future shipments, nor deprive it of the right to return goods already
 accepted.
- 2. LATE DELIVERIES OR NON-COMPLIANT GOODS: Should shipment of any part of this order be delayed beyond the time specified in the proposal, bid, or quotation for the same, or beyond the time specified herein, or if no time is specified, then beyond a reasonable time, or if any article should fail to comply with specifications, the City is to have the right to purchase such articles at the market price for immediate delivery and any excess in the cost of same over the price shown herein is to be paid by the contractor under this order, or deducted from any monies now due or hereafter accruing to him from the city.
- DELIVERY AND RISK OF LOSS: Delivery shall not be deemed to be complete until goods have been actually received and accepted by the City. Risk of loss remains with the Seller until acceptance.
- 4. **DEFECTS:** By accepting this order Seller acknowledges that the goods covered by this order are satisfactory for the purposes set forth by the City in the bid invitation.
- 5. **PRICES:** Unless otherwise provided, goods shall be furnished at the prices indicated on this order only. Invoices will be honored for purchase order prices only.
- 6. **PATENT INFRINGEMENT:** Seller agrees to indemnify City and hold it harmless from and against all liability, loss, damage and expense, including reasonable counsel fees, resulting from any actual or claimed trademark, patent or copyright infringement, or any litigation based thereon, with respect to any part of the goods covered by this order, and such obligation shall survive acceptance of the goods and payment therefore by the City.
- 7. **PRODUCT WARRANTY:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the City. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation, and to the sample (s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and description, the specifications shall govern.
- 8. **PACKING:** All goods, wrappers and containers must bear marking and labels required by applicable federal, state and municipal laws and regulations for the protection and safety of persons and property and Seller warrants that prices include all charges for packing, crating and transportation to F.O.B. point.
- 9. DATA: Seller shall not use or disclose any data, designs, or other information belonging to or supplied by or on behalf of City, except in the performance of this or other orders for City. Upon City's request such data, designs, or other information and any copies thereof shall be returned to City. Where City's data, designs or other information are furnished to Seller's suppliers for procurement of supplies by Seller for use in the performance of Buyer's orders, Seller shall insert the substance of the provision in its orders.
- 10. **LABOR DISPUTES:** Whenever any actual or potential labor dispute delays or threatens to delay the timely performance of this order, Seller shall immediately give notice thereof to City.

- 11. **CHANGE ORDER**: This contract can be modified or rescinded only in writing signed by the City Purchasing Agent or his duly authorized agent.
- 12. **GRATUITIES:** The City may by written notice to the Seller, cancel this contract without liability on the part of the City to Seller if it is determined by City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Norfolk with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performing of such a contract.
- 13. **SAFETY:** Seller guarantees that the design of all equipment being purchased conforms with all regulations of the Federal Occupational Safety and Health Act at time of delivery. Seller agrees to furnish Material Safety Data Sheet (Form OSHA-20) as applicable for hazardous or potentially hazardous products.
- 14. **ADVERTISING**: Seller agrees not to use the name of City or to quote the opinion of any City's employees in any advertising without obtaining the prior written consent of City.
- 15. **ASSIGNMENT:** Assignment is prohibited unless Contractor obtains prior written approval of the City.
- 16. **DISCRIMINATION PROHIBITED:** The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

17. IMMIGRATION LAW:

Compliance with federal immigration law: The Contractor shall certify that, at all times during which any term of an agreement resulting from this solicitation is in effect, it does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General.

End of Bid